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6 Attorneys for Plaintiff
United States of America

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,) Case No. 08cv1059-LAB (BLM)
11 Plaintiff,)
12 v.) JOINT MOTION FOR ORDER
13 ONE 2005 NISSAN TITAN,) APPROVING JUDGMENT OF
14 PICKUP TRUCK, CALIFORNIA) FORFEITURE
15 LICENSE NO. 7U07825,)
16 VIN 1N6AA07A85N522608,)
ITS TOOLS AND APPURTENANCES,)
Defendant.)

Plaintiff, the United States of America, by and through its
counsel, Karen P. Hewitt, United States Attorney, and Bruce C.
Smith, Assistant United States attorney, and claimant, Christopher
David Kenniston, and claimant's attorney, Richard M. Barnett, Esq.
hereby stipulate and agree as follows:

22 1. Claimant and the plaintiff have agreed to settle the
23 matter of the seizure and forfeiture of the above-captioned
24 defendant vehicle.

25 2. Claimant and the plaintiff have agreed to a settlement
26 which is hereinafter described in its particulars:

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|| 08cv1059-LAB (BTM)

1 A. Claimant Christopher David Kenniston shall pay to
2 the United States a total of \$5,000.00 in U.S. dollars to settle
3 the case. Of that total amount, \$4,000.00 shall be condemned and
4 forfeited to the United States. The remaining \$1,000.00 shall be
5 paid by claimant to cover a portion of the costs associated with
6 the seizure and storage of the defendant vehicle.

7 i. On or before July 11, 2008, claimant shall pay
8 to the United States the amount of \$4,000.00 in the form of a
9 cashier's check, made payable to Customs and Border Protection.

10 ii. On or before July 11, 2008, claimant shall pay
11 \$1,000.00 to the storage facility, San Diego Auto Auction, in
12 partial payment for the costs of storage of the defendant vehicle
13 incurred by the United States Government from the day of its
14 seizure until July 11, 2008. Any and all costs above and beyond
15 \$1,000.00 incurred by the United States as a result of the
16 seizure, storage and maintenance of the defendant vehicle from the
17 date of its seizure until July 11, 2008 shall be borne by the
18 United States.

19 iii. Claimant shall pay the \$1,000.00 in fees and
20 retrieve the defendant vehicle from the storage facility on a date
21 no later than July 11, 2008. Any and all costs generated as a
22 result of the storage and maintenance of the defendant vehicle
23 from July 12, 2008, until the date claimant pays the \$1,000.00 and
24 retrieves his vehicle from the storage facility shall be borne by
25 claimant.

26 3. The person or persons who made the seizure and the
27 prosecutor shall not be liable to suit or judgment on account of
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1 such seizure and prosecution in accordance with Title 28, United
2 States Code, Section 2465.

3 4. The terms of this settlement do not affect the tax
4 obligations, fines, penalties, or any other monetary obligations
5 claimant may owe to the United States.

6 5. The claimant agrees that by entering into this
7 stipulation, claimant has not "substantially prevailed" within the
8 meaning of 28 U.S.C. § 2465. The parties to this settlement agree
9 that each will bear their own attorney's fees and costs.

10 8. The claimant, claimant's agents, employees, or assigns,
11 shall hold and save harmless the United States of America, its
12 agents and employees (other than private contractors), from any
13 and all claims which might result from the seizure of the
14 defendant vehicle.

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16 DATED: JULY 22, 2008

KAREN P. HEWITT
United States Attorney

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19 BRUCE C. SMITH
Assistant U.S. Attorney

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21 DATED:

22 7.21.08

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CHRISTOPHER DAVID KENNISTON
Claimant

DATED: 7-27-08


RICHARD M. BARNETT, ESQ.
Attorney For Both Claimants